

**And** it is agreed, that until default be made in the premises, the said Luther E. Willard and Emma V. Willard, his wife, their heirs, or assigns may hold and possess the aforesaid property.

**But** in case of default being made in the payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in event of a breach of any covenant, agreement, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, shall at once become due and demandable, and these presents are hereby declared to be made in Trust, and the said Mary V. Willard assigns, or her duly constituted Agent or Attorney, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged together with all growing crops thereon, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, or to his, her, or their heirs or assigns, which sale shall be made in the manner following, viz; by giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Frederick County aforesaid, the terms and place being such

as the party making said sale may deem best, and the proceeds arising from such sale to be applied; first, to the payment of all expenses incident to such sale or incurred on account of said mortgaged premises, including all counsel fees that the mortgagee or the party making such sale, may be caused to incur in connection with the foreclosure of this mortgage, and also such commissions to the party making said sale as are allowed to trustees to sell real estate under a decree of the Circuit Court for Frederick County, in equity; secondly, to the payment of all monies owing under this mortgage, whether the same may have then matured or not; and as to the balance, to pay it over to the mortgagors, their heirs, executors, administrators or assigns.

**And** it is further agreed, by and between the parties hereto, that in case the said Luther E. Willard and Emma V. Willard, his wife, their heirs, executors, administrators or assigns shall desire to pay the aforesaid mortgage debt or interest after default has occurred in its payment, in whole or in part, or a breach has been made in any covenant, agreement, or condition of this mortgage, then in addition to the money due under this mortgage they to pay all costs, expenses and counsel fees, that may have been incurred by the mortgagee, her heirs or assigns, or the above named Attorney or Agent in instituting foreclosure proceedings, or in preparing to institute the same, or in collecting the mortgage debt, and also one-half of the commissions that the mortgagee or the party making the sale would have received, or have been entitled to receive, if a sale had been made under the power contained in this mortgage, (in which event such commissions are to be calculated on the amount of this mortgage debt), and no tender in such case of the mortgage debt and interest alone shall be valid unless accompanied by said costs, expenses, counsel fee and one-half commissions. And in event the said Luther E. Willard and Emma V. Willard, his wife, their heirs or assigns should be made a party to any proceeding in Equity for the sale of the mortgaged premises, there shall be paid in addition to the mortgage debt and interest, all costs expenses and counsel fees incurred by the said Mary V. Willard, her heirs or assigns in reference thereto.

Witness the hand and seals of the said mortgagors, the day and year first above written.

**Witness:**

.....Maggie M. Beach.....

.....Luther E. Willard..... Seal

.....Emma V. Willard..... Seal

..... Seal

..... Seal